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5.2 Definitions

Excerpt from PIT Ground Transportation Rules & Regulations:

Automated Vehicle Identification (AVI) System *- The AVI is a tool by which the Authority receives billing information, monitors illegal activity, collects data for curb allocations, and enforces holding lot and curb dwell time restrictions. The AVI consists of transponders, roadway antenna, billing computers and violator cameras.*

Airport *- means the Pittsburgh International Airport.*

Airport Transfer Service *- means a common carrier service for passengers rendered on a nonexclusive basis, which originates or terminates at an airport.*

Allegheny County Airport Authority (Authority) *- The Authority is a Municipal Authority created pursuant to Pennsylvania's Municipality Authorities Act of 1945, 53 P.S. 301 et seq., which, among other things, manages the day-to-day operations of the Pittsburgh International Airport ("the Airport").*

Applicant *– means the person or entity applying to the Authority to operate a Ground Transportation service from the Airport in such name as evidenced by their Operating Authority as granted by the PA PUC, the FMCSA or the Port Authority of Allegheny County.*

Baggage Claim *- means the baggage claim areas located on the ground level of the Landside Terminal Building.*

Baggage Claim Meet and Greet Areas *- means the areas located in Baggage Claim immediately in front of the counter end wall adjacent to the Avis and Hertz Car Rental counters, and identifiable by signage.*

Call or Demand Service - *means local common carrier service for passengers, rendered on either an exclusive or a nonexclusive basis, where the service is characterized by the fact that passengers normally hire the vehicle and its driver either by telephone call or by hail, or both.*

Comfort Station *– means the facility erected in the Holding Lot for the use of Permitted Drivers and/or Operators participating in the Authority's Ground Transportation Program.*

Commercial Arrivals Curb *or* ***Commercial Curb*** *- means the area on the eastern side, lower level of the Landside Terminal Building for use by permitted commercial vehicles.*

Commercial Roadway System *- means collectively and singularly, the roadways located on the east side of the Terminal Building and all roadways throughout the Airport designated for use by permitted Commercial Vehicles as depicted on Exhibit B.*

Commercial Vehicle *- means any vehicle engaged in transporting persons for a transportation company, regardless of whether the persons being transported pay for the charge for such service directly, indirectly, or at all.*

Courtesy Vehicle *- means any Commercial Vehicle or Vehicle engaged in transporting persons between the Airport and any facility of a Permit Holder without any direct charge to the passengers.*

Driver *- means an individual who operates a Commercial Vehicle. A Driver and a Permit Holder may be the same person.*

Dwell Time Fees *- means fees charged for the use of the Commercial Arrivals Curb and the Holding Lot over the time allotted to each service classification by the Authority for each area.*

Executive Director *- means the Executive Director of the Allegheny County Airport Authority, as from time to time appointed by the Authority Board, or any successor or successors to the duties of such official.*

Exempt Service *- means a commercial vehicle operator qualifying as one of the following: Non-Profit, Long Term Parking Courtesy Shuttle or Employee Lot Courtesy Shuttle.*

Grant Oliver Corporation *– means the company, under contract with the Authority, responsible for the management of the parking facilities at the Airport that facilitates a portion of the Ground Transportation Program with regard to affixing Ground Transportation Decals and Transponders and monitoring the AVI.*

Ground Transportation Agent *- means a person empowered by the Authority to supervise and control Commercial Vehicle activities, to enforce or aid in the enforcement of these Regulations, or to assist the traveling public in utilizing ground transportation services. The term "Ground Transportation Agent" shall include law enforcement officers, ground transportation officers, Authority Executives (Executive Director, Deputy Executive Directors, Directors, Administrators, and Securitas Security Officers or the officers of such other company that the Authority may contract with as Ground Transportation Agents), PUC enforcement officers, and private investigators hired or utilized by the Authority.*

Ground Transportation or GT Operations *- means the activity of transporting individuals or property to, from or around the Airport in a Commercial Vehicle.*

Group and Party Service *- means a common carrier service for passengers, rendered on an exclusive basis such as charter service for groups, or rendered on a non-exclusive basis for tour or sightseeing service and special excursion service.*

Holding Lot *- means the parking area accessible to permitted Commercial Vehicles located northeast of the Landside terminal building as shown on Exhibit F.*

Impound Lot *- means the impound lot which shall be on the premises of the Pittsburgh International Airport, to which unattended vehicles will be towed and impounded pending investigation by County Police to determine whether the vehicle is a security threat. Impounded vehicles shall be released to the owner or operator thereof upon payment of fees and costs associated with the towing and impounding of the vehicle.*

Limousine Service *- means a local, nonscheduled common carrier service for passengers rendered in luxury type vehicles for compensation on an exclusive basis which is arranged for prior to the limousine entering Airport property.*

Loading Zone *- the term "Loading Zone" means a parking space or a group of parking spaces located in a Commercial Lane, designated as an area for parking, loading or unloading Commercial Vehicles by either certain Permit Holders or a class of Permit Holders engaging in GT Operations.*

Meet and Greet *- the term "Meet and Greet" means the act of physically meeting a passenger whose transportation has been pre-arranged prior to a Driver's entry onto Airport property.*

NOV *- a Notice Of Violation prepared by a Ground Transportation Agent of the Authority at or around the time of any incident that the Ground Transportation Agent believes constitutes a violation of these Regulations. The form shall set forth, at a minimum, the name of the driver, the name of the Permit Holder for whom the driver is conducting business and the nature of the alleged violation. Disciplinary action will be taken against the Driver or Permit Holder; and the NOV will be placed in the Permit Holder's file.*

5.2 Definitions

PIT

Occasional Use Permit *- means the type of permit issued to an approved applicant whose annual number of trips, as projected by the applicant, is not likely to exceed 40 trips from the Airport per year. The Authority will invoice the Permit Holder on a monthly basis for the number of trips made the previous month.*

Operator *- means any person that engages in Ground Transportation Operations, including but not limited to the Permit Holder or Driver.*

Parking Facilities *- means any of the pay parking garages and/or lots located on Airport property. Under no circumstances are Ground Transportation Permit Holders or Operators permitted to operate from any of the parking facilities. Violations of this provision are subject to fines and penalties issued by the Allegheny County Police as well as the Authority.*

Permit *- means a permit issued by the Authority authorizing an entity to conduct Ground Transportation Operations at the Airport in accordance with these Regulations.*

Permit Decal *- means a sticker issued by the Authority to a Permit Holder indicating the Commercial Vehicle is part of a Permit Holder's fleet and authorized for the use of conducting Commercial operations at the Airport.*

Permit Holder *- means an entity to whom the Authority has issued a Permit.*

Privilege Fee *- means a fee, inclusive of any applicable Pennsylvania sales tax, charged for the privilege of accessing the Airport that is assessed as provided in Section 5 of these Regulations.*

Public Arrivals Curb *- means the area on the western side, lower level of the Landside Terminal Building for use by the general public. Commercial Vehicles are not permitted to use the Public Arrivals Curb.*

Regular Use Permit *- means the type of permit issued to an approved applicant whose annual number of trips, as projected by the applicant is likely to exceed 40 trips from the Airport per year. The applicant must pay all fees prior to being issued Permit Decals and/or Transponders. The Authority will invoice the Permit Holder on a monthly basis for all Trip and Dwell Time Fees incurred in the previous month.*

Regulations *- means these Ground Transportation Regulations for Pittsburgh International Airport, adopted by the Authority, as may be amended from time to time by the Executive Director.*

5.2 Definitions

PIT

Scheduled Route Service - *means a common carrier service for passengers, rendered on either an exclusive or a nonexclusive basis, wherein the vehicles delivering the service operate according to schedules along designated routes.*

Solicitation *- means the offering of services by any person (including, inter alia, Operators and skycaps) while on Airport property. See Section 6.1.3 hereof for a detailed description of what does and does not constitute Solicitation.*

Taxicab *- shall have the meaning set forth in Chapter 29 of the Public Utility Commission Motor Carrier of Passengers.*

Taxicab Loading Zone *- means the area located on the Commercial Arrivals curb designated by the Authority for loading Taxicabs.*

Taxicab Operator *- an Operator licensed by the Pennsylvania Public Utility Commission (PUC) to provide call and demand and/or hail taxicab service and authorized by the Authority to provide this service to and from the Airport.*

Terminal *- collectively the Landside Terminal and the Airside Terminal Buildings at the Airport.*

Transponders *- an electronic identification device intended to be mounted on or within the motor vehicle. As a Transponder equipped vehicle passes the overhead roadway antenna, information of this passage is fed into a computer system providing the Authority with per trip and dwell time data.*

5.3 Critical Issues

5.3 Critical Issues in Ground Transportation

5.3.1 Define Purposes and Area(s) Served

5.3.1 Define Purposes and Area(s) Served

PIT

Excerpt from PIT Ground Transportation Rules & Regulations:

1.11 ***Designated Curb Area*** *- No Operator shall load or unload passengers or luggage along a section of curb area other than that expressly designated for their service classification.*

5.3.2 Compliance with Local Licensing

5.3.2 Compliance with Local Licensing

5.3.2 Compliance with Local Licensing

PIT

Excerpt from PIT Ground Transportation Rules & Regulations:

3.4.2 Licensing

*3.4.2.1 Any **intrastate** motor carrier who possesses operating authority issued by the Public Utility Commission (PUC), which operating authority encompasses the right to provide service to and from the Pittsburgh International Airport, may apply for a Ground Transportation Permit authorizing it to operate at the Airport within the scope of its operating authority.*

3.4.2.2 No motor carrier shall be granted a Ground Transportation Permit to operate at the Airport where the service to be provided is inconsistent with, or not authorized under, its grant of operating authority.

3.4.2.3 Each company seeking to obtain a Ground Transportation Permit must apply in its own name to the Authority for such permit. The application must be accompanied by a copy of the certificate evidencing operating authority as granted by the Pennsylvania Public Utility Commission and/or the Federal Motor Carrier Safety Administration in the name of the applicant.

3.4.2.4 As a primary condition of any Ground Transportation Permit to be issued to any Operator providing passenger transportation services to and from the Airport, such Operator shall comply with the following:

> *3.4.2.4.1 If the applicant is an INTRASTATE provider of point-to-point transportation services within the Commonwealth of Pennsylvania, the applicant shall possess a Certificate of Public Convenience issued by the PUC in order to operate such service to or from the Airport. An INTRASTATE provider is any provider of point-to-point transportation services anywhere within the Commonwealth of Pennsylvania, even if the provider operates exclusively within Allegheny County.*
>
> *3.4.2.4.2 If the applicant is an INTERSTATE provider of point-to-point transportation services from points outside the Commonwealth of Pennsylvania to points within the Commonwealth of Pennsylvania (or vice versa), the applicant shall obtain operating authority from and comply with all regulations promulgated by the Federal Motor Carrier Safety Administration. An INTERSTATE provider is any provider of point-to-point transportation services from points within the Commonwealth of Pennsylvania to points outside the Commonwealth of Pennsylvania.*

5.3.2 Compliance with Local Licensing

PIT

If a provider of service is both an INTRASTATE provider and an INTERSTATE provider, compliance with 3.4.2.4.1 and 3.4.2.4.2 above is required as a condition of any Ground Transportation Permit. Any provider of transportation services applying for a Ground Transportation Permit on the basis that it is solely and exclusively an INTERSTATE provider and not an INTRASTATE provider must sign a statement to that effect on the Permit Application. If a provider of transportation services is issued a Ground Transportation Permit on the basis that the provider is solely and exclusively an INTERSTATE provider and not an INTRASTATE provider, but then proceeds to provide point-to-point transportation services anywhere within the Commonwealth of Pennsylvania, even if the provider operates exclusively within Allegheny County, then the provider's Ground Transportation Permit will be revoked and the provider will be ineligible to apply for a Ground Transportation Permit for one year from the date of revocation. A copy of the Certificate of Public Convenience or other evidence of operating authority issued in the name of the applicant by the Pennsylvania Public Utility Commission, or the Federal Motor Carrier Safety Administration, as applicable, must be attached to the application for a Ground Transportation Permit.

5.3.3 Vehicle Safety Requirements & Inspection

SMF

5.3.3 Vehicle Safety Requirements & Inspection

Excerpt from SMF Ground Transportation Rules & Regulations:

3.3 VEHICLE INSPECTIONS.
All ground transportation vehicles shall be subject to inspection under the California Vehicle Code, the Department of Homeland Security, all other local, state and federal laws, and any guidelines established by the Director. Any Airport law enforcement personnel, any federal, state or local law enforcement officer, any Airport official, and all agents appointed by the Director who display proper identification shall have the authority to inspect vehicles. Vehicles which fail inspections shall not be used to provide ground transportation services on the Airport until all noted deficiencies are corrected.

5.3.4 Vehicle Condition and Appearance

SMF

5.3.4 Vehicle Condition and Appearance

Excerpt from SMF Ground Transportation Rules & Regulations:

3.4 VEHICLE APPEARANCE
All signage of ground transportation vehicles is subject to the Director's approval. Each ground transportation vehicle, except limousines, shall have the name of the ground transportation service and telephone

5.3.4 Vehicle Condition and Appearance

SMF

number displayed on the exterior of the vehicle and in sharp contrast to the vehicle body color. A vehicle is considered easily identifiable if the company name, phone number, vehicle number or livery plate and PUC, TCP and ICC numbers, if applicable, can be read from a distance of 50 feet from the vehicle. All ground transportation vehicles shall have professionally lettered identification signs on both sides of the vehicle and a uniform color scheme on all vehicle exteriors

3.5 VEHICLE STANDARDS

A. All vehicles must be maintained in good and safe mechanical condition and otherwise in compliance with the California Vehicle Code and the California Public Utilities Code.

B. All vehicle interiors, including trunk space, and exteriors shall be kept clean and free of any damage, shall have hubcaps and door handles and all equipment required by the California Vehicle Code and the California Public Utilities Code. Trunks shall be kept adequately clean and empty to accommodate passenger baggage.

C. All vehicles shall be in compliance with all local, State and Federal safety and emission requirements.

D. All vehicles shall be subject to vehicle inspections. "Inspection" shall, without limitation, mean at least a visual and physical inspection of a vehicle to verify that tires, headlights, taillights, glass, windshield wipers, heating and/air conditioning systems, interior conditions, exterior conditions, brakes, AVI transponders (if applicable,) and other items as determined by the Director are properly functioning. The emission control device shall be certified as working properly in accordance with the standards of the State of California, as well as any applicable federal standards. All ground transportation vehicles shall be subject to search for security purposes. Any ground transportation vehicle must be immediately pulled out of service if the vehicle, in the opinion of the Director, is not in a safe operating condition or constitutes a security risk. Passage of an Airport vehicle inspection shall not warrant a vehicle's safety or suitability for any purpose whatsoever.

E. Ground transportation Providers are required to maintain the exterior of their vehicles in good condition. Exterior body damage must be repaired in order to continue operating at the Airport.

F. All ground transportation service Providers may be required to verify completion of any required repairs by re-

inspection of a vehicle by the Airport. Operators shall have thirty (30) days to repair "minor" damage. Vehicles with "moderate" or "major" damage shall not be allowed to operate on the Airport until such damage is repaired.

5.3.4 Vehicle Condition and Appearance

SMF

"Minor" damage shall mean slight damage such as small dents, cracked glass, and torn seats, etc.

"Moderate" damage shall mean more than slight damage to one-fourth or less of the vehicle; for example an entire fender, grill, quarter panel, door, hood, rear deck, etc.

Operators using clean air vehicles shall maintain their vehicles including the fueling system, engine and drive train in good working order at all times. Altering a clean air vehicle to allow it to be operated as a conventional diesel fuel or gasoline-powered vehicle, or substituting conventional diesel fuel or gasoline for an alternative fuel approved by the Director is prohibited.

JAX

Excerpt from JXA On-Demand Van Service Agreement:

F. Age of Vehicles

No vehicle used in the on demand van service at Airport shall be more than three (3) years old, the repeated violation of which shall constitute a material breach of this Agreement.

5.3.5 Driver Requirements and Appearance

5.3.5 Driver Requirements and Appearance

5.3.6 Permitting

5.3.6 Permitting

CMH

Excerpt from CMH Agreement – Permit Package

Included as Appendix C

5.3.7 Compensation

5.3.7 Compensation

BWI

Excerpt from BWI Pre-Arranged Shuttle Agreement:

COMPENSATION FOR CONCESSION RIGHTS
In consideration of the rights and privileges to be granted to the Contractor by the
Administration, the Contractor shall pay the following fees:

5.3.7 Compensation

BWI

A. Contractor shall pay to the Administration fourteen and one-tenth (14.1%) percent of gross revenues derived from its operations originating at the Airport. That is, said percentage concession fee shall apply to all outbound trips of Contractor in the conduct of said ground transportation business at the Airport.

B. Contractor shall furnish to the Administration, on or before the tenth (10th) day following each complete month of the Contract term during the Contract period, a statement, certified by Contractor of gross revenues derived from the operation during the previous month of the Contract term. Contractor's payment for said preceding month shall accompany the aforementioned statement.

C. Payments not received within ten (10) days from date due shall be assessed an additional one and one quarter percent (1.25%) fee per month late charge until paid. In the event Contractor's past due account is forwarded by the Administration to the State of Maryland Central Collection Unit (CCU), the Contractor will be responsible to pay CCU's standard collection fees in addition to any amounts due to the Administration.

D. Gross Revenues" for purposes of this Article shall consist of all revenue received or realized by or accruing to Contractor and its subcontractor(s) from all sales, for cash or credit, of all ground transportation services originating at the Airport. All revenue shall be deemed to be received on the accrual basis in accordance with generally accepted accounting principles. No deductions from gross revenues shall be made for bad debts.

E. Remittances shall be made payable to "Maryland Aviation Administration" and forwarded to:
Maryland Aviation Administration
Accounting Section
P.O. Box 46129
BWI Airport MD 21240

F. Contractor agrees to maintain accounting records relating to the ground transportation activity at its company headquarters, and further agrees to permit the verification, examination, or audit of said accounting records by representatives of the Administration during the term of this Contract and for a period of three (3) years after the Termination of this Contract. In the event that company headquarters are not located in the Baltimore-Washington metropolitan area, Contractor agrees to make such accounting records available to Administration at a location within the Baltimore-Washington metropolitan area for audit purposes upon receipt of written request by Administration.

5.3.8 Enforcement

PIT

5.3.8 Enforcement

Excerpt from PIT's Ground Transportation Rules & Regulations:

SECTION 6
VIOLATIONS AND ISSUANCE OF NOVS

6.1 ***Violations*** *- If an Operator commits any of the acts set forth in this Section such Operator will be issued a Notice of Violation (NOV). A Ground Transportation Agent may, in his sole discretion, issue a Warning instead of an NOV for a violation of these Regulations. Penalties assessed against an Operator for the issuance of an NOV are discussed in Section 7.1 of these Regulations.*

6.1.1 Failure to Observe Laws - All Drivers shall obey all federal, state and local laws, rules, regulations and ordinances, including, inter alia, the Pennsylvania Motor Vehicle Code, The Pennsylvania Public Utilities Code, and these Regulations. Failure by a Driver or Operator to observe all federal, state and local laws, rules, regulations and ordinances, or these Regulations shall be a violation of these Regulations subject to penalties as set forth herein.

6.1.2 Improper Conduct - No Operator may engage in any form of improper conduct. All Drivers and Permit Holders shall be courteous and professional in appearance and behavior at all times. The Authority shall have the right to request the removal of any of the above acting in a manner inconsistent with these goals.

6.1.3 Solicitation - No Operator or any Person (including skycaps) may engage in Solicitation at the Airport. If a Person asks for transportation or transportation information, the Operator or other Person shall direct the requesting Person to a Ground Transportation Agent or any information center designated by the Authority for the provision of ground transportation information. Each Operator performing a Meet and Greet shall be solely responsible for verifying that his or her passenger is pre-arranged; incorrect belief that a passenger is prearranged shall not be a defense to a charge of Solicitation.

6.1.3.1 Actions That Constitute Solicitation - Unless a passenger's transportation has been arranged prior to the Operator's entry onto Airport property, the following actions of an Operator constitute solicitation:

5.3.8 Enforcement

PIT

(a) initiating or engaging in a conversation regarding Ground Transportation Operations with any person on Airport property for the purpose of seeking passengers or customers for the business of an Operator; or

(b) employing, inducing, arranging for or allowing any person to initiate or engage in a conversation regarding Ground Transportation Operations with any other person on Airport property for the purpose of seeking passengers or customers for the business of an Operator; or

(c) distributing company literature other than in an area leased for that purpose; or

(d) offering ground transportation services while on Airport property to any person.

6.1.3.2 Actions That Do Not Constitute Solicitation - The following actions do not constitute solicitation:

(a) actions by a Ground Transportation Agent that would otherwise be considered Solicitation so long as such actions occur while the Ground Transportation Agent is in the immediate vicinity of the Taxicab Loading Zone;

(b) leasing any form of advertisement display authorized by the Airport; or

(c) conducting a Meet and Greet in accordance with these Rules and Regulations.

6.1.4 Unauthorized Presence - Operators shall not enter the Baggage Claim area while not actively engaged in a Meet and Greet. An Operator shall be deemed to be present in Baggage Claim while not actively engaged in a Meet and Greet when (i) the Operator is in Baggage Claim and states that he or she does not have a Meet and Greet, (ii) the Operator is in Baggage Claim for unauthorized purposes; or (iii) the Operator is in Baggage Claim outside the time limits.

6.1.5 Failure to Provide Meet and Greet Information - When an Operator advises a Ground Transportation Agent that he or she is performing a Meet and Greet, and is unable to, refuses to, or otherwise fails to provide all of the information required by the Ground Transportation Agent, such person shall be in violation of these Regulations. If the Operator advises a Ground Transportation Agent that he or she is performing a Meet and Greet and provides information pertaining to the flight arrival time but fails to provide any portion of the information required and such flight arrival

5.3.8 Enforcement

PIT

information indicates that the Operator has engaged in an unauthorized presence, such Operator shall be treated as if he or she has engaged in only unauthorized presence and not as if he or she failed to provide Meet and Greet information.

6.1.6 Unauthorized Loading or Unloading - Loading or unloading passengers in an unauthorized location is a violation of these Regulations.

6.1.7 Evading Fees - Operators shall not engage in or attempt to evade detection of a Commercial Vehicle on Airport Roadway System in violation of Section 5.3.

6.1.8 Operating Without Transponder - Operating a Commercial Vehicle for which a Transponder was issued by the Authority without such Transponder is a violation of these Regulations.

6.1.9 Misleading or Incorrect Information - Providing a Ground Transportation Agent with misleading information or a name for which there is no reservation on the flight indicated by the Person or a non-existent flight number for the airline indicated by the Person is a violation of these Regulations.

6.1.10 No Permit Decal - Operating a Commercial Vehicle belonging to a Permit Holder without a current and valid Permit Decal is a violation of these Regulations.

6.1.11 Outside Meet and Greet Area - Standing or walking outside the Meet and Greet Area when the Operator is not en route to or from the Baggage Claim entrances or exits is a violation of these Regulations.

6.1.12 No Name Tag - Failing to clearly display, on the outermost garment, a required company nametag is a violation of these Regulations

6.1.13 No Sign - Failing to clearly display a Meet and Greet sign, with both the Permit Holder's and Client's name, is a violation of these Regulations

6.1.14 Improper Sign - Having a Meet and Greet sign that fails to meet the Authority requirements set forth in Section 9.2.2 is a violation of these Regulations.

6.1.15 Loitering - Loitering on the baggage claim level of the Landside Terminal or in a Commercial Lane is a violation of these Regulations.

6.1.16 Unauthorized Parking - Parking in an unauthorized location and/or double-parking along any area of the Commercial Arrivals Curb.

5.3.8 Enforcement

PIT

6.1.17 Unauthorized Use of Public Arrivals Curb - Unauthorized use of the Public Arrivals Curb by any Operator is a violation of these Regulations.

6.1.18 Unattended Vehicle - Leaving a vehicle unattended is a violation of these Regulations and FAA Security Requirements. Unattended vehicles shall be immediately, and without notice, ticketed and towed from the Airport at the Operator's expense. FAA Security Requirements regarding unattended vehicles will be strictly enforced. In addition to towing of the vehicle, the Operator shall be cited for a violation of these Regulations.

6.1.19 Failure of Financial Obligations - It is a violation of these Regulations if Permit Holder (i) fails to remit any Trip Fees or Dwell Time Fees required by Section 5.3, 5.6, 5.7 and/or 5.8; or (ii) fails to pay any financial penalty on or before the last day of the suspension period as stated in Section 6.4 hereof, the Authority shall immediately suspend the Permit Holder's Permit. The Permit Holder shall be advised of the suspension via facsimile on the day the Authority suspends the Permit Holder's Permit.

The Permit Holder's Permit shall be immediately reinstated upon receipt of full payment of any outstanding fees. Payments rendered for violations of these Regulations must be remitted on or before the last day of the suspension period in the form of a certified check or money order.

6.1.20 Driver not on Approved List for Permit Holder – Engaging in Ground Transportation Operations where the Driver is not on the Approved List of Drivers for a Permit Holder is a violation of these Regulations. Any Driver for whom the Authority does not have a copy of a current valid Driver's License on file is deemed removed from all Approved Lists of Drivers

6.1.21 Vehicle not on Approved List for Permit Holder – Engaging in Ground Transportation Operations in a Commercial Vehicle that is not on the Approved List of Vehicles for a Permit Holder is a violation of these Regulations. Any vehicle for which the Authority does not have a copy of the current State commercial registration is deemed removed from all Approved Lists of Vehicles.

6.1.22 Failure to Update State Commercial Registration, License Plate, or Driver License Information – Expiration of a State commercial registration or vehicle license plate for any vehicle on a Permit Holder's Approved List of Vehicles or expiration of any Driver's license for any Driver on a Permit Holder's Approved List of Drivers without prior submission of the updated State commercial registration, license plate, or Driver's license information

as required by Sections 3.4.5, 3.4.6, 3.4.7 and 3.11 is a violation of these Regulations.

5.3.8 Enforcement

PIT

6.1.23 Failure to Submit Updated Information in the event of a Merger or Acquisition – It is a violation of these Regulations if a Permit Holder fails to timely submit updated information to the Authority as required by Section 3.11 and the Authority shall immediately suspend the Permit Holder's Permit.

6.1.24 Driver with Criminal Record -- For Permit Holders operating vehicles with seating capacities of 15 passengers or less, engaging in Ground Transportation Operations where the Driver has been convicted of a felony or misdemeanor relating adversely to the Driver's suitability to provide safe and legal service is a violation of these Regulations.

6.2 ***Egregious Violations -*** *Notwithstanding any other provision of these Regulations, the Executive Director shall have the right, at his sole discretion, to revoke the privileges of any Permit Holder or Driver to operate at the Airport for Egregious Behavior by such Permit Holder or Driver. For purposes of this section, "Egregious Behavior" shall mean acting in a manner that is egregious in nature or endangers public safety, including inter alia: (a) operating a vehicle in a reckless manner; (b) fighting, physically or verbally threatening, harassing or assaulting passengers, other Drivers, Airport patrons or employees or Ground Transportation Agents on Airport property; (c) use or possession of drugs or alcohol on Airport property or while transporting passengers to or from the Airport; (d) theft; (e) malicious destruction of Airport property; (f) possession of an unlicensed firearm on Airport property; (g) shouting profanities or personal insults on Airport property; (h) disrupting the normal use of Airport facilities, the flow of passengers through the Airport, or the flow of traffic on Airport roadways; (i) engaging in conduct that threatens the safety or welfare of any Person on Airport property; (j) denying service or otherwise discriminating against any person for reasons of race, color, religion, sex, handicap, familial status or national origin,(k) denying service based on distance of a trip, (l) leaving a vehicle unattended at the curb; or (m) violation of applicable federal, state or local laws, rules, regulations or ordinances while on Airport property or while transporting passengers to or from the Airport.*

A Permit Holder or Driver whose privilege to operate at the Airport has been suspended or revoked under this provision may request a review pursuant to Section 6.6, within five (5) business days of the date of suspension or revocation. Such revocation will remain in effect until the Authority panel has reviewed the issue and rendered a decision.

5.3.8 Enforcement

PIT

6.3 ***Issuance of Notice of Violation*** *- NOVs shall be issued as set forth in this Section 6.3.*

6.3.1 Delivery of Notice to Driver or Permit Holder - A copy of the NOV shall be mailed to the Driver or Permit Holder via the United States Mail designation as set forth in Section 6.3.4 below. If no address has been designated for the Driver or the address was submitted by a Permit Holder and, based on the information contained in the NOV, the Authority reasonably believes that the Driver is no longer operating for the Permit Holder that submitted the address designation, the notice shall be addressed to the Driver care of the Permit Holder for which the Driver was believed to have been operating at the time of the alleged violation.

6.3.2 Delivery of Notice to Permit Holder - The Authority shall issue an NOV to the Permit Holder by mailing a copy of the NOV, via United States Mail to the Permit Holder at the address on file with the Authority's Business Administration Office.

6.3.3 Address Designation - Each Permit Holder shall designate an address for mailing notices to Drivers of the Permit Holder and shall update the address list regularly as needed to maintain current information. The designated address shall be either the Driver's home address or the address of the Permit Holder. In addition, at any time prior to the issuance of a Notice of Violation, the Driver may provide the Authority's Business Administration Office with an address at which the Driver desires to receive notices. Failure on the part of either a Permit Holder or Driver to submit a designated address shall be deemed to be a designation of the Permit Holder's address. If a Permit Holder and a Driver provide conflicting addresses, the Authority shall send notice to the address provided by the Driver. If the Permit Holder designates its own address for any Driver, the Permit Holder shall be responsible for delivering any such notice to the Driver. Failure on the part of the Permit Holder to deliver any such notice shall neither relieve any Driver of the obligations set forth therein nor constitute a failure of the Authority to provide the required notice.

6.3.4 Time for Mailing Notice - Except in cases where an NOV is issued as a result of the operations of a private investigator or a report provided by a Person other than a Ground Transportation Agent, any NOV that must be mailed shall be mailed no later than the fifth business day after the incident. In the case of an NOV issued as a result of the operations of a private investigator or a report provided by a Person other than a Ground Transportation Agent, the NOV shall be mailed no later than the fifth business day after the Authority receives the report. A photocopy of the properly addressed and postmarked envelope together with an affirmative representation made by the individual who deposited the NOV

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in the mail to the effect that the NOV was deposited in the mail, shall be deemed conclusive evidence of compliance with the notice of requirements of this Section.

6.4 ***Issuance of Warning*** *- A Ground Transportation Agent may, at his sole discretion, elect to issue a written warning to a Driver or Permit Holder who has violated all Regulations instead of issuing an NOV. Such warning shall be in the form of Exhibit N and may be issued directly to the Driver by the Ground Transportation Agent or delivered to the Driver or Permit Holder in the manner set forth in Section 6.3.1 for delivery of NOVs to Drivers or Permit Holders. Warnings will be recorded on the Driver's or Permit Holder's record with the Authority. The issuance of two (2) warnings for the same violation will result in the issuance of an NOV to the Driver or Permit Holder. Warnings shall be issuable for violations, which shall include, but not be limited to the following:*

- *Improper Signage;*
- *No visible photo-identification badge;*
- *Improper use of non-designated curb space;*
- *Bringing a vehicle to the curb prior to satisfying the Meet and Greet Regulations; or*

Any other violation or action that the Ground Transportation Agent, in his sole discretion, deems to warrant the issuance of a warning.

6.5 ***Due Date and Suspension Period Commencement*** *- Unless a Driver or Permit Holder to whom an NOV was issued requests a hearing before 4:00 p.m. on the twentieth (20th) calendar day after the date of any NOV, any financial penalty shall be due in the Business Administration Office before 4:00 p.m. on such twentieth (20th) calendar day after the date of the NOV. If the twentieth (20th) calendar day after the date of the NOV will occur on a day that is not a business day for the Authority, the financial penalty shall be due before 4:00 p.m. on the first business day after such twentieth (20th) calendar day. For purposes of this Section 6.2, the date of an NOV shall be the date of the incident; provided, however, that in the case of an NOV issued as a result of the operations of a private investigator or a report provided by a Person other than a Ground Transportation Agent, the date of the NOV shall be the date the Authority mails the NOV to the Driver or Permit Holder.*

6.6 ***Review Request*** *- A Driver or Permit Holder to whom an NOV has been issued, where such NOV results in a penalty or fine in addition to a warning, may request a review by designated representatives of the Authority by calling the Business Administration office at (412) 472-5538 between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, exclusive of Authority-recognized holidays.*

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6.6.1 A Driver to whom an NOV has not been issued, but who is merely referenced in an NOV, does not have the right to request a review of such NOV.

6.6.2 A hearing will not be scheduled for every review request. The Business Administration office may schedule a hearing, at its discretion.

6.6.3 If a Driver or Permit Holder desires a hearing with respect to a request for review of an NOV, said Driver or Permit Holder must submit a written request for a hearing, along with (1) copies of all documentary evidence, (2) a description of all testimony and/or items that said Driver or Permit Holder would submit at a hearing, and (3) an affidavit from each witness that would testify at a hearing.

6.6.4 If a Driver or Permit Holder does not desire a hearing with respect to a request for review of an NOV, said Driver or Permit Holder must submit in writing all information, affidavits, and other evidence that said Driver or Permit Holder wishes the Authority to consider with respect to its review of the NOV.

6.6.5 If a hearing is not scheduled at the time the hearing request is made, the Business Administration office may attempt to advise via telephone (by calling the telephone number indicated by the Driver or Permit Holder in its request for a hearing) of the time and date of a scheduled hearing. If the number indicated is, for any reason, an incorrect or non-working number, the Authority shall mail notice of any hearing schedule in the manner provided in Sections 6.1.1 or 6.1.2, as applicable. The Business Administration office shall maintain a log demonstrating the time and date each telephone call is placed, the number that was called, and a description of the substance of each such call (including the substance of any message left). A log entry indicating that a call was placed to the number indicated by the Driver or Permit Holder and notice was given (either by leaving a message or by speaking with an appropriate person) together with an affirmative representation by the individual who placed the call to the effect that notice was given, shall be deemed conclusive evidence of compliance with the notice requirements of this Section.

6.6.6 The date of an Authority hearing may be changed, if necessary, to facilitate the Authority's business needs but will not be changed to accommodate any Driver or Permit Holder.

6.6.7 Except when there has been a suspension or revocation pursuant to Section 6.2, once a review has been requested, the obligation to pay

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any financial penalty and the imposition of any suspension period shall be stayed until the Authority has rendered a final decision.

6.7 ***Review of NOV*** *- Prior to any Authority hearing or review, the Authority may withdraw from consideration any NOV the Authority determines, in its reasonable discretion, fails to provide prima facia proof the violation was committed. If the Authority withdraws an NOV, a staff member shall notify the Driver, Affiliate or Permit Holder involved in writing and shall deliver such notice in the same manner as provided in Section 6.1.1 for initial delivery of an NOV.*

6.8 ***Authority Hearings***

6.8.1 Hearings Schedule - Hearings for NOVs may be scheduled by the Authority and will be held at such times and dates as determined by the Authority.

6.8.2 Presence of Ground Transportation Agent - If the Authority grants a Driver or Permit Holder a hearing with respect to an NOV, the Ground Transportation Agent who issued the NOV shall be present (and may be asked to provide testimony) at the hearing. If such Ground Transportation Agent is not present at the hearing and the Driver or Permit Holder or proper representative of any of the foregoing, requests the opportunity to cross-examine such Ground Transportation Agent, at the Authority's discretion, the NOV shall be dismissed or the Authority shall reschedule the hearing as soon as reasonably practicable.

6.8.3 Presence of Person Requesting Hearing - The Driver or Permit Holder that requests a hearing shall appear or shall be represented as provided in Section 6.8.5 at the meeting of the Authority at which such action is considered, to present facts and witnesses to refute the alleged violation. At such meeting, Authority staff may also present evidence (including witnesses) in support of the Notice of Violation.

6.8.4 Absence or Failure to Appear before Authority - If the Driver or Permit Holder that requested a hearing fails to appear or be properly represented at the hearing and such absence is not excused and rescheduled by the Director of Business Administration, the NOV shall be treated as if a review were never requested. In such event, any financial penalty shall be due before 4:00 p.m. on the day of the originally scheduled hearing and any suspension period shall commence on the day of the originally scheduled hearing.

6.8.5 Representation before Authority - A Permit Holder may be represented before the Authority by a principal of the Permit Holder or an attorney. A Driver may be represented by himself, herself, a principal of

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the Permit Holder, or an attorney. A Permit Holder or Driver may be represented by a trade organization or a representative thereof only if the Permit Holder or Driver is present at the hearing or represented as provided in the immediately preceding two sentences. The Authority must be advised in writing at least two business days prior to the scheduled hearing date if the Driver or Permit Holder is to be represented by someone other than himself, herself, or itself. If the Driver or Permit Holder is not present at the hearing but represented by another authorized party, the finding of the Hearing Board will be binding upon the Driver or Permit Holder.

6.8.6 Evidence - The Authority may consider any and all evidence that a reasonable person would use in making a decision including, but not limited to, hearsay evidence.

6.8.7 Hearing Board - The Hearing Board shall consist of two Directors of the Authority.

6.8.8 Authority Determinations - The Authority shall make a written finding available to the Driver and/or Permit Holder within ten (10) days after the hearing with respect to each violation, as to whether or not these Regulations were violated. In order for the Authority to conclude that a violation was committed, the evidence must establish that it was more likely than not (a preponderance of the evidence) that the violation was committed.

6.9 ***Violation Information -*** *The Business Administration office shall maintain current and accurate information pertaining to all Permit Holders/Drivers that have been suspended during the immediately-preceding two (2) year period, the number of times the Permit Holder/Driver was found to violate these Regulations during such period and the date each violation occurred. Any Person or Permit Holder may request information pertaining to Permit Holders/Drivers who have been suspended during such two (2) year period and shall be deemed to have constructive notice of all such information.*

SECTION 7
PENALTIES FOR VIOLATIONS OF THESE REGULATIONS

7.1 ***Penalties for Violations by Drivers or Permit Holders*** *- A violation of the Regulations committed by any Driver or Permit Holder shall be attributed to the Driver, and to the Permit Holder, for which a preponderance of the evidence indicated the Driver was operating at the time of such violation. The Authority retains the discretion to waive or reduce penalties where warranted under the circumstances. Violations*

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incurred after the 6th offense will be reviewed on a per incident basis by the Authority and penalties will be imposed accordingly. Such fines and penalties may include but not be limited to the following:

7.1.1 Penalties for Drivers

1st offense - written warning and/or suspension depending on violation
2nd offense - suspension from operating at airport
3rd offense - termination of airport privileges indefinitely

7.1.2 Penalties for Permit Holders

1st offense - written warning
2nd offense - written warning and $50.00 fine
3rd offense - written warning and $100.00 fine
4th offense - written warning and $150.00 fine
5th offense - written warning and $200.00 fine
6th offense - either revocation of Permit for one year from date of hearing or $500 fine, at the discretion of the Authority

7.1.3 Penalties for violation of Regulations 6.1.18, 9.1.6, 10.1.6, 11.1.6, and 12.1.7 regarding Unattended Vehicles and Dwell Time on Commercial Curbs. Sections 6.1.18, 9.1.6, 10.1.6, 11.1.6, and 12.1.7 of the Ground Transportation Regulations shall be strictly enforced. No Driver shall leave his vehicle unattended. If a Driver walks away from his vehicle a distance of more than five (5) feet and/or enters the Terminal for any amount of time, the unattended vehicle will be immediately impounded and towed to the Impound Lot, which shall be located on Airport property. No vehicle is to remain at the curb longer than is absolutely necessary to load or unload passengers and their luggage. Airport Ground Transportation Agents (including Securitas Security) and the Allegheny County Police may, at their discretion, require a Driver to leave the curb if the Driver is, in the sole determination of the Ground Transportation Agent, remaining at the curb for too long a period of time. Failure or refusal by the Driver to comply with such request to leave the curb will be deemed to be an "Egregious Violation" under Section 6.2 of the Ground Transportation Regulations. Security for the Airport and its patrons is of paramount importance to the Authority. Failure or refusal by the providers of Ground Transportation Services or their employees or subcontractors to abide by Regulations 6.1.18, 9.1.6, 10.1.6, 11.1.6, and 12.1.7 will not be tolerated.

7.1.3.1 Drivers not to Leave Vehicles. If a Driver leaves his vehicle and enters the Terminal for any amount of time, the unattended vehicle will be immediately impounded and towed to the Impound Lot, which shall

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be located on Airport property. If a Driver must enter the Terminal, the Driver shall park his vehicle in the Holding Lot and walk to the Terminal. For purposes of these Regulations, leaving a vehicle unattended shall mean that the Driver has left the vehicle and either entered the terminal or has otherwise walked away from his vehicle a distance of more than five (5) feet while it is at the Commercial Curbs.

7.1.3.2 Deemed Unattended, Even if Passengers are Onboard. A vehicle will be deemed to be unattended even if there are passengers in the vehicle. If passengers are left in an unattended vehicle, they will be asked to vacate the vehicle and the vehicle will be towed and impounded. If passengers are unable to retrieve their luggage from the vehicle prior to towing, they may claim the luggage from the Impound Lot.

7.1.3.3 Drivers Responsible for Own Vehicle. A Driver of another vehicle on the Commercial Curbs may not "attend" to both his vehicle and a second vehicle. Each Driver is responsible for his own vehicle. Drivers of vehicles on the Commercial Curbs may not watch or otherwise take responsibility for another Driver's vehicle. Any Driver who does so will be deemed to have left his vehicle unattended and shall be subject to the penalties set forth below in Sections 7.1.3.4 through 7.1.3.8.

7.1.3.4 Impounding of Unattended Vehicle; Fines. Any vehicle left unattended for any period of time will be immediately towed from the Commercial Curb and impounded. The vehicle shall not be released from the Impound Lot until the Operator shall have paid all fines associated therewith, to wit:

7.1.3.4.1 Towing Fee: The Permit Holder or the Driver of the impounded vehicle shall be responsible for the payment of towing fees, which are set by the Authority or the tow company called to the Airport for service.

7.1.3.4.2 Impound Fee: The Permit Holder or Driver of the impounded vehicle shall pay a per diem impound fee (including the first day) that the vehicle remains in the Impound Lot.

7.1.3.4.3 Fine: The Driver of the impounded vehicle shall be fined $100.00 for violation of Regulations 6.1.18, 9.1.6, 10.1.6, 11.1.6, or 12.1.7, which fine must be paid to release the impounded vehicle from the Impound Lot.

7.1.3.5 Immediate Suspension of Driver: The operating privileges of the Driver who violates Regulations 6.1.18, 8.3, 8.4, 9.1.6, 10.1.6, 11.1.6, or 12.1.7 will be immediately suspended for a period of one (1) month for the first offense. The second offense by the same Driver will result in a suspension of the Driver's operating privileges at the Airport for two (2)

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months. The third offense by the same driver will result in a permanent suspension of the Driver's operating privileges at the Airport.

7.1.3.6 Financial Penalty to Permit Holder for Additional Offenses: If a Permit Holder has two violations of Regulations 6.1.18, 9.1.6, 10.1.6, 11.1.6, or 12.1.7 by any of its Drivers (whether they are employees or contractors), the Permit Holder will be fined $300.00 for that violation as well as subsequent violations. This is applicable for any and all violations by Permit Holder or Driver (including the first violation). Impounded vehicles will not be released until all relevant fines are paid. If Permit Holder fails to remit payment within seven (7) days of receipt of the certified letter, their operating privileges may be suspended until such time as payment is received.

7.1.3.7 FAA Fines. If the violation of these Regulations results in a citation and fine assessed against the Authority by the FAA, the Driver and/or the Permit Holder shall be assessed a fine in an amount equal to the fine assessed by the FAA against the Authority. Failure or refusal by the Driver and/or Permit Holder to pay such fine shall result in the immediate revocation of the Driver's and/or Permit Holder's operating privileges at the Airport until such time as the fine has been paid.

7.1.3.8 Impounded Vehicles Subject to Search: Any vehicle which is left unattended at the Commercial Curbs and is impounded shall be deemed to be a security risk, and shall be subject to a search by County Police to determine whether such vehicle poses a safety risk to the Airport or its patrons.

7.1.4 If a Permit Holder allows a Driver, whose privileges to operate at the Airport were suspended or terminated, to operate a Permit Holder's vehicle at the Airport, the Permit Holder's operating authority will be immediately revoked.

7.1.5 Purging of Offenses - The Authority retains the discretion to purge any or all violations from any Permit Holder or Driver's Record at the end of each Permit Year.

7.2 ***Driver or Operator Operating Without a Permit or While Suspended*** *- If a Driver or Operator operates at the Airport without a Permit or while that Driver or Operator's operating privileges are suspended, such Driver and/or Operator will be prohibited from operating at the Airport for a period of six (6) months and the Authority will cause a six (6) month trespass warning to be issued to that Driver and/or Operator.*

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7.3 ***Trespass Warning -*** *Any Driver or Operator subject to a trespass warning is prohibited from engaging in Ground Transportation Operations or otherwise conducting business on Airport property during the period of said trespass warning. This includes transporting individuals to or from or around the Airport in a Commercial Vehicle.*

7.4 ***Trespass Warning for Egregious Behavior*** *- A Ground Transportation Agent may issue an immediately-effective trespass warning of a duration of up to twenty-four (24) hours to any Driver or Permit Holder if the Ground Transportation Agent observes such Driver or Permit Holder acting in a manner that is egregious in nature or endangers public safety, including inter alia:*

7.4.1 operating a vehicle in a reckless manner

7.4.2 fighting, physically or verbally threatening, harassing or assaulting passengers, other Drivers, Airport patrons or employees or Ground Transportation Agents on Airport property;

7.4.3 use or possession of drugs or alcohol on Airport property or while transporting passengers to or from the Airport

7.4.4 theft

7.4.5 malicious destruction of Airport property

7.4.6 possession of an unlicensed firearm on Airport property

7.4.7 shouting profanities or personal insults on Airport property;

7.4.8 disrupting the normal use of Airport facilities, the flow of passengers through the Airport, or the flow of traffic on Airport roadways;

7.4.9 engaging in conduct that threatens the safety or welfare of any Person on Airport property;

7.4.10 denying services or otherwise discriminating against any person for reasons of race, color, religion, sex, handicap, familial status or nation origin;

7.4.11 leaving a vehicle unattended at the curb; or

7.4.12 violation of applicable federal, state, or local laws, rules, regulations, or ordinances while on Airport property or while transporting passengers to of from the Airport.

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7.5 ***Notice to Permit Holder*** *- If a Ground Transportation Agent issues a trespass warning to a Driver of Permit Holder, the Authority shall provide a facsimile notice of issuance thereof to the Permit Holder under whose Permit the Driver was operating at the time the trespass warning was issued.*

7.6 ***Personal Business at the Airport*** *- If a person subject to a trespass warning needs to utilize the Airport for personal business, such person shall advise the Authority of his or her intent to be present on Airport property, the time when such person will be present on Airport property and the reason for his or her presence on Airport property. Presence on Airport property after such person has provided such notice shall not be deemed a violation of these Regulations and no trespass warning shall be issued. Conducting personal business on Airport property without giving such notice while subject to a trespass warning is a violation of these Regulations.*

7.7 ***Behavior Precipitating Issuance of Trespass Warning shall be a Violation of these Regulations*** *- If a trespass warning is issued under this section, the behavior precipitating it shall constitute a violation of these Regulations for which an NOV shall be issued. If the conduct for which the trespass warning was issued was Egregious Behavior as set forth in Sections 6.2 or 7.4 above, the operating privileges of the offender shall be immediately revoked as set forth in Section 6.2 above.*

5.3.9 Customer Service

JAX

5.3.9 Customer Service

Excerpt from JAX On-Demand Van Service Agreement:

6.1 Operational Requirements

Operator understands and agrees that its operation under this Agreement is a service to airline passengers and the users of Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. Operator agrees to promptly discontinue or remedy any objectionable practice brought to its attention by the Executive Director/CEO or his designee.

A. Service Provision

On-Demand Van Service: Operator shall provide first class primary on-demand van service from the Airport, twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The Operator will be required to monitor the airport flight information to ensure that there are no delayed, canceled, or diverted flights scheduled to arrive

5.3.9 Customer Service

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that will require passengers to use its services prior to departing the airport for the evening.

The Executive Director/CEO, or his designee reserves the right to modify the operational hours of the on-demand van service at any time during the Term of the Agreement in order to ensure the highest level of service to the traveling public.

Operator shall be given three designated spaces in the commercial lane, as shown on Exhibit A, for parking of vans, which commercial lanes Operator acknowledges and agrees are suitable for the purposes intended hereunder. Then Authority reserves the right, at any time during the term of this Agreement, to designate, assign or relocate the Operator to another location in the commercial lane.

B. Compliance: Operator will ensure compliance with all provisions and requirements specified in this Agreement as well as Chapter 220 Vehicle For Hire Ordinance as set forth by City of Jacksonville.

C. Handicapped Assistance: Operator will comply with all provisions and requirements specified in Titles II and III of the Americans with Disabilities Act, and all rules and regulations promulgated thereunder.

Operator shall be required to provide for the transportation of handicapped individuals. Operator covenants and agrees that its drivers shall have appropriate training in assisting handicapped patrons to and from van type vehicles used in the service.

D. Meet and Greet Desk(s): Operator may use the Meet and Greet Desk(s) in conjunction with other ground transportation companies serving the Airport provided that the security requirements mandated by the Authority are adhered to.

E. Use of Access Cards: Operator shall use Access Cards issued by Authority for entrance into and exit from the commercial lane. Cost of the initial issuance of _____ cards is provided by the Authority at no additional cost to Operator; however any additional cards shall cost the Operator the rate of $25.00 per card and any lost, stolen, or damaged cards shall be replaced at the Operator's cost of $50.00 per card.

F. Age of Vehicles: No vehicle used in the on demand van service at Airport shall be more than three (3) years old, the

5.3.9 Customer Service

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repeated violation of which shall constitute a material breach of this Agreement.

G. Vehicle Identification: Operator shall clearly mark and identify all vehicles used in providing van service from the Airport with Authority approved identification symbols and markings to ensure their easy recognition by the traveling public. All such vehicles shall be identically painted and marked. Authority's prior written approval is required for all markings and identification during the term of this Agreement.

H. Maintenance: Authority requires that all vehicles be maintained in fully operational, safe, neat, clean, and presentable condition at all times and shall have the right to order the Operator to clean and/or repair or remove from commercial lane any vehicle found less than acceptable.

I. Dress Code/Conduct: Operator shall ensure that all van drivers are clean and neatly groomed in the appropriate business uniform so as to make a professional appearance and shall, at all times, be courteous to all customers.

Operator's drivers and employees shall not engage in boisterous conversation, profanity, gambling, or fighting at the Airport, nor shall they provide misleading information concerning other ground transportation services. Any driver's Airport operating privileges may be revoked at the discretion of the Executive Director/CEO.

J. Identification: Each van driver shall possess and prominently display on the outer clothing of the upper body a picture identification badge containing name of driver and company name. In addition, each vehicle shall have mounted behind the driver's seat and in full view of passengers seated in the rear an identification plate containing name and picture of driver and company name.

K. Monthly Statistics: Operator shall provide monthly statistics to Authority regarding the exact number of inbound and outbound trips, by destination, arriving and departing from the Airport, and the number of passengers transported into and out of the Airport, the repeated violation of which shall constitute a material breach of this Agreement.

L. Loading and Unloading: Operator shall load and unload passengers only at those areas of the Airport designated by Authority.

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M. Pricing: All charges, fees, or prices established by the Operator for all services provided at the Airport shall be reasonable conspicuously displayed in each vehicle and in clear and obvious view of passengers and shall be monitored by Authority. Reasonableness of charges, fees, or prices shall be determined by comparison with those charges, fees, or prices currently established by other Service companies operating on Airport and off Airport premises and/or City of Jacksonville for this type Service.

During the term of this Agreement, said charges, fees, or prices may not be increased without the prior written approval of Authority. Any price gouging will be grounds for immediate termination of this Agreement.

N. Customer Evaluation: Operator shall design, print, and make available to Airport patrons, a card for the recording of customers' comments or complaints relating to the van service provided. Design and content of this card shall be subject to prior written approval of Authority.

O. Customer Service: The Authority's vision is to be the "best" airport system in the world and we are committed to providing our customers with exceptional customer service. Therefore, Operator will be required to respond to customer service complaints/issues within 48 hours. Operator will use its best efforts in assisting the Authority in investigating customer service complaints or issues by responding to our inquiries, in writing, within 48 business hours.

From time to time when deemed necessary by the Authority, the Operator, its employees and drivers may be required to participate in Customer Service Training provided by the Authority. The Authority will work closely with the Operator to schedule all required training during non-peak hours of operation.

P. Management: Operator shall appoint a supervisor to be located at the Airport at least thirty (30) minutes prior to the first arrival to thirty (30) minutes after the last arrival. Said supervisor's role shall be to coordinate Operator's ground transportation operations, maintaining a conflict-free, professional service.

In addition, said supervisor shall have primary responsibility for responding to customer service issues. Supervisor shall be able to respond to Authority's requests in a timely and efficient manner.

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Q. Personnel: When on duty, all employees of Operator shall wear company badges with names in clear view of the customers, wear company uniform, and be courteous to all customers. As a minimum, all employees must:

- *read, write and speak English.*
- *have ability to deal politely with the public.*
- *comply with age limit requirements pursuant to Florida law.*

R. Ground Transportation Staging Area: The Operator will be responsible for keeping the area clean and free of debris. If the area is not kept clean, Authority shall have the right to clean said area at the expense of Operator and other users.

Operator agrees that the building will be a smoke-free environment. Users of the facility will not be allowed to smoke inside the building. This includes Operator's employees, agents, subcontractors, invitees, etc.

S. Solicitation: Operator may not solicit business at the Airport or within the terminal premises.

Prohibited methods of solicitation include but are not limited to making hand gestures, hand signals, signs, or any other means to draw attention.

For purposes herein, neither the leasing of a telephone board nor other advertising displays from the Airport's advertising concessionaire, nor activities in compliance with the Airport's meet and greet policy, nor prearranged transportation customers shall be deemed to constitute solicitation.

T. Special Events: From time to time there may be a need for the Operator to assist the Authority with transportation for special events or VIP movements at Jacksonville International Airport, Craig Airport, Herlong Airport, or Cecil Field. In these instances it is expected that the Operator will have sufficient staff and equipment in place to accommodate the additional passenger demand while still meeting the operational and customer service requirements outlined in this Agreement.

U. Starter/Dispatcher Booth: The booth shall be kept clean at all times and employees of the Operator will not be permitted to smoke inside the booth.

5.3.10 Insurance

5.3.10 Insurance

SMF

Excerpt from SMF Ground Transportation Rules & Regulations:

SECTION 6 -- GENERAL INSURANCE REQUIREMENTS
Provider, without limiting Provider indemnification, shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damages to property which may arise in connection with performance of permitted activities by the Provider, its agents, representatives or employees. The Director shall retain the right at any time to review the coverage, form, and amount of insurance required hereby. If in the opinion of the Director, insurance provisions in these requirements do not provide adequate protection for the County and for members of the public, the Director may require Provider to obtain insurance sufficient in coverage and amount to provide adequate protection. These requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

6.1 ***VERIFICATION OF COVERAGE****. Provider shall furnish the County with certificates evidencing coverage required below when requested. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of The County and the general public are adequately protected. When requested by County, all certificates and evidences of self-insurance are to be received and approved by the County before performance commences.*

6.2 ***MINIMUM SCOPE OF INSURANCE****. Coverage shall be at least as broad as:*

A. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, with auto coverage symbol "1" (Any Auto) for corporate/business use vehicles. If vehicles are individually scheduled or coverage limited (symbols "8" and "9" for nonowned and hired autos shall apply).

B. WORKER'S COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

C. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability

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Insurance

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coverage that at least follow over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

6.3 ***MINIMAL LIMITS OF INSURANCE****. Provider shall maintain limits no less than:*

1.Automobile Liability: _____
2.Commercial Automobile Liability for Corporate/business use vehicle including non-owned and hired coverage:_____
3.Private Passenger type vehicles (taxis only): $350,000.
4.Vehicles with a seating capacity of 7 passengers or less: $750,000.
5.Vehicles with a seating capacity of 8 to 15 passengers: inclusive,$1,500,000.
6.Vehicles with a seating capacity of 16 passengers or more: $5,000,000.
7.Worker's Compensation: Statutory.
8.Employer's Liability: $1,000,000 per accident for bodily injury or disease.

6.4 ***DEDUCTIBLES AND SELF-INSURED RETENTION****. Any deductible or self-insured retention that applies to any insurance required by these Rules and Regulations is subject to approval by the County.*

6.5 ***OTHER INSURANCE PROVISIONS****. The insurance policies required in these Rules and Regulations are to contain, or be endorsed to contain, as applicable, the following provisions:*
All Policies:

A. ACCEPTABILITY OF INSURER: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.

B. MAINTENANCE OF INSURANCE COVERAGE: The Provider shall maintain all insurance coverage in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date, when requested.

C. PRIMARY INSURANCE: For any claims related to ground transportation services at the Airport, the

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Insurance

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Provider's insurance coverage shall be primary insurance with respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, Directors, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

D. SUBCONTRACTORS: Provider shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

6.6 NOTIFICATION OF CLAIM. If any claim for damages is filed with Provider or if any lawsuit is instituted against Provider, that arise out of or are in any way connected with Provider's performance of ground transportation services as described in these Rules and Regulations, and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Provider shall give prompt and timely notice thereof to County. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.